Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		that it has committed to make in Pennsylvania. Verizon agrees to provide access to loop information in the same manner it has committed to provide that information in Pennsylvania in its filings in FCC docket No. 01-138. Specifically, but without limitation, Verizon agrees that MCIm can submit an electronic loop qualification gaining access to Verizon's LiveWire database, or through its manual loop qualification process, by submitting an Engineering Record Request, or by providing electronic access to Loop make-up information residing in LFACS in the same manner that access is provided in Massachusetts. **4.10. DSL Based Services Provided Out of Digital Loop Carrier Equipment. If and when Verizon upgrades its network to provide DSL-based services out of remote terminals, Verizon commits to provide access to remote facilities and to Loops attached to those remote facilities on the same terms and conditions as Verizon has access or provides access to its Affiliates.**			
III-10-1	**The parties disagree about the degree of specificity appropriate to this contract language, especially language concerning loop qualification and line splitting**	**See WCOM's Contract Language at III-10.**	**See WCOM's Rationale at III-10.** **WorldCom has proposed more detailed contract language regarding line sharing and line**	**Line Splitting Addendum** **2.xx "Line Splitting" is an arrangement by which WorldCom, at its Collocation arrangement or**	Just as with its original statement of Issue III-10, WorldCom's restatement of this issue remains very broad. However, Verizon believes any disputed operation issue associated

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	migrations. Verizon believes such operational language is not needed in or appropriate for the interconnection agreement.		**splitting than has Verizon, particularly with respect to matters such as loop qualification information. (GLB Direct, 7/31, at 23-24). Since there does not appear to be a dispute in principle the more detailed language proposed by WorldCom should be included in the interconnection agreement.**	**the Collocation arrangement provided by Verizon to another CLEC, facilitates that CLEC's provision of ADSL (in accordance with T1.413) or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular WorldCom customer over the high frequency range portion of an existing copper xDSL compatible Loop (i.e. compatible with an xDSL service that is presumed to be acceptable for shared line deployment in accordance with FCC rules)("data channel") provided by Verizon that is used simultaneously by WorldCom to provide analog circuit-switched voice grade service to that Customer through the provision of unbundled Local Switching.** **UNE Attachement** **4.x. Line Splitting** **4.x.x. WorldCom may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between WorldCom and another CLEC shall be accomplished by prior negotiated arrangement between those**	with loop qualification or line splitting should be dismissed from this arbitration. In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and WorldCom relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. WorldCom should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration. By including line sharing and line splitting in the same contract section, WorldCom ignores the operational differences between the two products. Moreover, Verizon's line sharing

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				CLECs. To achieve a line splitting capability immediately, WorldCom may order an unbundled xDSL capable loop, which will terminate to a collocated splitter and DSLAM equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross connects, under the terms and conditions set forth in the applicable sections for each element in this Agreement. WorldCom or its data partner shall provide any splitters used in a line splitting configuration. **Verizon will provide to ~~WorldCom~~ any service as described and developed by the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 consistent with such implementation schedules, terms, conditions and guidelines established by the Collaborative, allowing for local jurisdictional and OSS differences.** **3.14 The following ordering procedures shall apply to the xDSL and Digital Designed Loops:** **3.14.1 **CLEC shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type**	language provides more detail than WorldCom's. The details surrounding implementation of line splitting have been provided to WorldCom in the context of the New York Collaborative, which Verizon's proposed contract language incorproates by reference. Line splitting is a new product that will be implemented by Verizon with industry input and after a pilot program in New York. Any line splitting contract provisions must provide Verizon the flexibility to implement the results of the New York Collaborative in Virginia without the need to amend the contract. Only recently has WorldCom articulated any specific criticisms of Verizon's proposed language. Verizon is in the process of reviewing this language in an effort to address WorldCom's concerns. Verizon Advanced Services Direct testimony beginning at page 4; Verizon Advanced Services Panel Rebuttal Testimony pages 3 – 56.

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				of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. **3.14.2 Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey will be stored in a mechanized database and made available to **CLEC as the process is completed in each Central Office. **CLEC must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL or SDSL Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment.** **3.14.3 If the Loop is not listed in the mechanized database described in Section 3.14.3, **CLEC must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. The rates for manual**	

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				loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. **3.14.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), **CLEC may request an Engineering Query, as described in Section 3.14.6, to determine whether the result is due to characteristics of the loop itself.** **3.14.5 If **CLEC submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If **CLEC submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will**	

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				respond back to **CLEC with a "Nonqualified" indicator and the with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap). **3.14.6 Where **CLEC has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if **CLEC is already aware of the conditioning required (e.g., where **CLEC has previously requested a qualification and has obtained loop characteristics), **CLEC may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.14 upon receipt of **CLEC's valid, accurate and pre-qualified service order for a Digital Designed Loop.** **4.4 The following ordering procedures shall apply to Line Sharing:**	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. **CLEC must utilize the mechanized and manual Loop qualification processes described in the terms applicable to xDSL and Digital Designed Loops, as referenced in Section 4.4.5, below, to make this determination. **4.4.2 **CLEC shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.** **4.4.3 If the Loop is prequalified by **CLEC through the Loop prequalification database, and if a positive response is received and followed by receipt of **CLEC's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.**	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will be generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of **CLEC's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events. **4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and **CLEC orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.** **4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling**	

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				changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 4.4.5, above. The standard provisioning interval for the Line Sharing arrangement shall be three (3) business days for Line Sharing requests of 5 or fewer arrangements. In no event shall the Line Sharing interval applied to **CLEC be longer than the interval applied to any Affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of no less than six (6) business days. **4.4.7 **CLEC must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.** **4.4.8 The Parties recognize that Line Sharing is a new offering by Verizon. The Parties will make reasonable efforts to coordinate**	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				their respective roles in the early phases of the roll out of Line Sharing in order to minimize provisioning problems and facility issues. **CLEC will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.	
III-10-2	**MCIm proposes a three business day interval for Line Sharing, while Verizon proposes a six business day interval.**	**See WCOM's Contract Langauge at III-10.**	**See WCOM's Rationale at III-10.** **Verizon has agreed to a three-day provisioning interval for line sharing.**	**4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 4.4.5, above. The standard provisioning interval for the Line Sharing arrangement shall be three (3) business days for Line Sharing requests of 5 or fewer arrangements. In no event shall the Line Sharing interval applied to **CLEC be longer than the interval applied to any Affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will**	Verizon believes the parties do not have a dispute on this issue. On March 29, 2001, Verizon notified all CLECs that effective May 1st, Verizon will lowers its standard interval for provisioning line sharing orders on 5 or fewer arrangements to 3 business days in all Verizon-East jurisdictions, which includes Virginia. Verizon Advanced Services Direct Testimony at page 23.

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				have a provisioning interval of no less than six (6) business days.	
III-10-3	**MCIm proposes that Verizon's Line Sharing and line splitting obligation apply to fiber fed Loops as well as copper Loops. Verizon proposes that these obligations be limited to copper loops.**	**See WCOM's Contract Langauge at III-10.**	**See WCOM's Rationale at III-10.** **Verizon acknowledges that its line sharing and line splititng obligations apply to both fiber fed and copper loops. However, Verizon's proposed contract language limits line sharing and line splitting to copper loops contrary to the Commisison's line sharing Reconsideration Order. The agreement should make clear that fiber fed loops can be used to provide line sharing and line splitting, consistent with the Commission's rules, even if there are operational issues which must be resolved. (GLB Direct, 7/31, at 26-27). The interconnection agreement should acknowledge that WorldCom can access fiber loops to provide DSL.**	**Copper Loops:** **4. Line Sharing** **4.1 "Line Sharing" is an arrangement by which Verizon facilitates **CLEC's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to **CLEC, solely for **CLEC's own use, the frequency range above the voice band on the same copper Loop required by **CLEC to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops.** **4.2 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Line Sharing to **CLEC for **CLEC's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance**	Verizon does not dispute that the Commission's *Line Sharing Reconsideration* Order clarified that the obligation to provide access to the high frequency portion of the loop ("HFPL") extends to loops served by fiber-fed DLC. Verizon VA's definition of line sharing and line splitting is consistent with the Commission's definition of HFPL, and recognizes the fact that xDSL services are limited by technology to the copper portion of a loop. Commission Rule § 51.319(h)(1) defines the HFPL as "the frequency range above the voiceband on a *copper* loop facility that is being used to carry analog circuit-switched voiceband transmissions." While the Commission clarified that the requirement to provide line sharing applies to the entire loop, even where the incumbent has deployed fiber in the loop (*e.g.*, where the loop is served by a remote terminal), it also recognized that "the high frequency portion of the loop network element is limited by technology, *i.e.*, is only available on a copper loop facility." Verizon's contract language provides access to the high frequency portion of a loop where fiber has been deployed: AT&T and WorldCom currently can access the high

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				with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by the CLEC on that Loop must not significantly degrade the performance of other services provided on that Loop. **4.3 Verizon shall make Line Sharing available to **CLEC at the rates and charges set forth in the Pricing Attachment. In addition to the recurring and nonrecurring**	frequency portion of a loop served by DLC equipment by deploying a DSLAM at or near the FDI that connects Verizon's copper distribution to Verizon's DLC supported feeder, and have several options to transport their data signal back to the central office. AT&T and WorldCom may also use their own facilities or those of a third party to transport the data over a network separate from Verizon's. Thus, as the Commission has already found, Verizon's proposed language satisfies its requirements under Commission rules. Similarly, the Commission has determined that "Verizon demonstrates that it makes it possible for competing carriers to provide voice and data service over a single loop, *i.e.*, to engage in line splitting." While the Commission has recognized that there are other ways in which line sharing and line splitting may be implemented, it has not mandated any particular means. Instead, the Commission has initiated further proceedings to address the difficult technical, operational, and legal issues raised by the various potential methods by which CLECs have proposed to gain access to the unbundled high frequency portion of a loop using fiber-fed DLCs and to engage in line splitting. Verizon Advanced Services Direct Testimony pages 28 - 47; Verizon

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				charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by **CLEC; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges. **4.4 The following ordering procedures shall apply to Line Sharing:** **4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. **CLEC must utilize the mechanized and manual Loop qualification processes described in the terms applicable to xDSL and**	Advanced Services Panel Rebuttal Testimony pages 53 - 56.

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				Digital Designed Loops, as referenced in Section 4.4.5, below, to make this determination. **4.4.2 **CLEC shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.** **4.4.3 If the Loop is prequalified by **CLEC through the Loop prequalification database, and if a positive response is received and followed by receipt of **CLEC's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.** **4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will be generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of **CLEC's**	

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				valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events. **4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and **CLEC orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.** **4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 4.4.5, above. The standard provisioning interval for the Line**	

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				Sharing arrangement shall be three (3) business days for Line Sharing requests of 5 or fewer arrangements. In no event shall the Line Sharing interval applied to **CLEC be longer than the interval applied to any Affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of no less than six (6) business days. **4.4.8 The Parties recognize that Line Sharing is a new offering by Verizon. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out of Line Sharing in order to minimize provisioning problems and facility issues. **CLEC will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.** **4.5 To the extent required by Applicable Law, **CLEC shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on**	

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				a shared Loop, **CLEC must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups. **4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by **CLEC for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. **CLEC's deployment of additional Advanced Services shall be subject to the applicable FCC Rules.** **4.7 **CLEC may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains**	

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				the End Office Switch through which voice grade service is provided to Verizon's Customer. **CLEC is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 through one of the splitter options described below. **CLEC is also responsible for providing its own DSLAM equipment in the Collocation arrangement and any necessary CPE for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by **CLEC and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. **CLEC must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before **CLEC submits an order for Line Sharing. **Splitter Option 1: Splitter in **CLEC Collocation Area** **In this configuration, the **CLEC-provided splitter (ANSI T1.413 or**	

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				MVL compliant) is provided, installed and maintained by **CLEC in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the **CLEC Collocation area. Any rearrangements will be the responsibility of **CLEC. **Splitter Option 2: Splitter in Verizon Area** **In this configuration, Verizon inventories and maintains a **CLEC-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. At **CLEC's option, installation of the splitter may be performed by Verizon or by a Verizon-approved vendor designated by **CLEC. The splitter is installed (mounted) in a relay rack between the POT (Point of Termination) Bay and the MDF, and the demarcation point is at the splitter end of the cable connecting the CLEC Collocation and the splitter. Verizon will control the splitter and will direct any required activity. Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to **CLEC upon completion of the required**	

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				augment. **4.7.1 Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. **CLEC must submit a new Collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard Collocation intervals will apply (unless Applicable Law requires otherwise).** **4.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. **CLEC must submit the application for Collocation augment, with the application fee, to Verizon.. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall**	

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				apply. **4.8 **CLEC will have the following options for testing shared Loops:** **4.8.1 Under Splitter Option 1, **CLEC may conduct its own physical tests of the shared Loop from **CLEC's collocation area. If it chooses to do so, **CLEC may supply and install a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the **CLEC-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional **CLEC-provided test head would be installed between the "line" port of the splitter and the POT bay in order to conduct remote physical tests of the shared loop.** **4.8.2 Under Splitter Option 2, either Verizon or a Verizon-approved vendor selected by **CLEC may install a **CLEC-provided test head to enable**	

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				****CLEC to conduct remote physical tests of the shared Loop. This optional **CLEC-provided test head may be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The **CLEC-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the **CLEC-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the **CLEC-provided test head, and will direct all required activity.** **4.8.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to **CLEC during normal trouble isolation procedures in accordance with reasonable procedures.** **4.8.4 Under either Splitter**	

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				Option, Verizon will make MLT access available to **CLEC via RETAS after the service order has been completed. **CLEC will utilize the circuit number to initiate a test. This functionality will be available on October 31, 2000. **4.8.5 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where **CLEC has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and **CLEC will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that **CLEC should reasonably have been able to isolate and diagnose through one of the testing options available to **CLEC above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.** **4.8.6 Verizon and **CLEC each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced Service offerings. Verizon will**	

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				retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the central office. **CLEC will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and **CLEC will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer. **4.8.7 When Verizon provides inside wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the inside wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade inside wire to clear trouble calls associated with **CLEC's Advanced Services. Verizon will not repair any CPE equipment provided by **CLEC. Before a trouble ticket is issued to**	

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				Verizon, **CLEC shall validate whether the Customer is experiencing a trouble that arises from **CLEC's Advanced Service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon. **4.8.8 In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from **CLEC's Advanced Services equipment, splitter problems, or **CLEC's activities, Verizon will:** **4.8.8.1 Notify **CLEC and request that **CLEC immediately test the trouble on **CLEC's Advanced Service.** **4.8.8.2 If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and **CLEC has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is **CLEC's data service.** **4.8.8.3 Upon completion of the steps in 4.8.8.1 and 4.8.8.2, above,**	

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				Verizon may temporarily remove the **CLEC-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is **CLEC's data service. **4.8.8.4 Upon notification from **CLEC that the malfunction in **CLEC's advanced service has been cleared, Verizon will restore **CLEC's advanced service by restoring the splitter on the Customer's Loop.** **4.8.8.5 Upon completion of the above steps, **CLEC will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning Advanced Service from the Customer's line if the cause of the voice interruption was **CLEC's data service.** **4.8.8.6 Verizon shall not be liable for damages of any kind for disruptions to **CLEC's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and **CLEC shall indemnify Verizon from any Claims that result from such steps.**	

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				Line Splitting Addendum **2.xx "Line Splitting" is an arrangement by which WorldCom, at its Collocation arrangement or the Collocation arrangement provided by Verizon to another CLEC, facilitates that CLEC's provision of ADSL (in accordance with T1.413) or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular WorldCom customer over the high frequency range portion of an existing copper xDSL compatible Loop (i.e. compatible with an xDSL service that is presumed to be acceptable for shared line deployment in accordance with FCC rules)("data channel") provided by Verizon that is used simultaneously by WorldCom to provide analog circuit-switched voice grade service to that Customer through the provision of unbundled Local Switching.** **UNE Attachement** **4.x. Line Splitting** **4.x.x. WorldCom may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any**	

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				line splitting between WorldCom and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability immediately, WorldCom may order an unbundled xDSL capable loop, which will terminate to a collocated splitter and DSLAM equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross connects, under the terms and conditions set forth in the applicable sections for each element in this Agreement. WorldCom or its data partner shall provide any splitters used in a line splitting configuration. **Verizon will provide to WorldCom any service as described and developed by the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 consistent with such implementation schedules, terms, conditions and guidelines established by the Collaborative, allowing for local jurisdictional and OSS differences.** **Copper/Fiber mix:** **5.1 Sub-Loop. Subject to the conditions set forth in Section 1 of this Attachment and upon request,**	

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				Verizon shall provide **CLEC with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 5 and the rates set forth in the Pricing Attachment. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide **CLEC with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law. **5.2 **CLEC may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide **CLEC with access to a drop and NID that, at the time of **CLEC's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in **CLEC being responsible for the cost of installing the drop.** **5.3 **CLEC may obtain access to a Sub-Loop only at an FDI and**	

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				only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if **CLEC is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of **CLEC at such enclosure. To obtain access to a Sub-Loop, **CLEC shall install a COPIC on an easement or Right of Way obtained by **CLEC within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a **CLEC COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. **CLEC shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement. **5.4 **CLEC may request from**	

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				Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to **CLEC, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected. **5.5 To order access to a Sub-Loop, **CLEC must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a **CLEC COPIC. To make such a request, **CLEC must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which **CLEC wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of **CLEC's demand for access to Sub-Loops at the requested FDI. **CLEC must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application.**	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				****CLEC must submit Sub-Loop Interconnection Applications to:** **[Former Bell Atlantic services areas]:** **USLA Project Manager** **Bell Atlantic** **Room 509 125 High Street** **Boston, MA 02110** **E-Mail:** **Collocation.applications@BellAtlantic.com** **[Former GTE service areas]:** ****CLEC's Account Manager** **5.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to **CLEC a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").** **5.7 **CLEC shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of **CLEC's receipt of such statement and the**	

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				associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if **CLEC breaches its payment obligation under this Section 5.7. Upon Verizon 's completion of the work that Verizon must perform to provide **CLEC with access to a Sub-Loop, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access. **5.8 After Verizon has completed the installation of the interconnecting cable to a **CLEC COPIC and **CLEC has paid the full cost of such installation, **CLEC can request the cross connection of Verizon Sub-Loops to the **CLEC COPIC. At the same time, **CLEC shall advise Verizon of the services that **CLEC plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. **CLEC shall run any crosswires within the COPIC.** **5.9 If **CLEC requests that Verizon reactivate an unused drop and NID, then **CLEC shall**	

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				provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the **CLEC dial tone or equivalent from the COPIC. If **CLEC requests that Verizon install a new drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If **CLEC requests that Verizon provide **CLEC with access to a Sub-Loop that, at the time of **CLEC's request, Verizon is using to provide service to a Customer, then, after **CLEC has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, **CLEC shall disconnect Verizon's dial tone, crosswire its	

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				dial tone to the Sub-Loop and submit the **CLEC's long-term number portability request. **5.10 Verizon will not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.** **5.11 Verizon shall provide **CLEC with access to a Sub-Loop in accordance with negotiated intervals** **5.12 Verizon shall repair and maintain a Sub-Loop at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) **CLEC reports to Verizon a Customer trouble, (b) **CLEC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then **CLEC shall pay Verizon the**	

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				charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by **CLEC is not available at the appointed time. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. **5.13 Collocation in Remote Terminals.** **To the extent required by Applicable Law, Verizon shall allow **CLEC to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment.**	
III-10-4	**MCIm proposes that when Verizon upgrades its network to provide DSL-based services out of remote terminals, it be given access to those**	**See WCOM's Contract Langauge at III-10.**	**See WCOM's Rationale at III-10.** **The agreement should include language which permits WorldCom**		This issue is premature. Verizon's interconnection obligations apply only to its current network, not an as yet unbuilt one. Verizon has not made

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